RFP # 6245 DUE: JUNE 14, 2017 2:30 P.M.

#### **GENERAL INSTRUCTIONS TO BIDDERS**

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept Request for Proposal, hereinafter referred to as RFP, is to select a carnival to provide:

A Carnival and Midway Amusements for the 2017 Trumbull Fall Festival Event on <u>Friday evening, September 8, 2017</u> and <u>Saturday, September 9, 2017</u>. The event will be held at Trumbull High School, 72 Strobel Rd, Trumbull, CT 06611

The company hereinafter may be referred to by the following terms: Company, Firm, Consultant and/or Contractor. Town of Trumbull hereinafter may be referred to as the Town as detailed in the attached requirements.

### 1. PREPARATION OF PROPOSALS

Proposals shall be submitted by using the Request for **PROPOSAL FORM** that accompanies this request. Bidders should submit proposals in a clear, concise and legible manner to permit proper evaluation.

Bidders may also submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should the proposal be accepted.

#### 2. SUBMISSION OF PROPOSALS

PROPOSALS are to be submitted in DUPLICATE in a sealed envelope addressed as follows:

RE-Bid # 6245 DUE: JUNE 14, 2017 BY 2:30 PM ATTN: KEVIN BOVA

Purchasing Agent Town of Trumbull 5866 Main Street Trumbull, CT 06611

Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery period requested.

#### 3. BID TIME

Proposals shall be received at the office of the Purchasing Agent, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud.

A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any Proposal received after the above scheduled date and time shall not be considered or opened.

#### 4. TOWN OPTIONS

a) The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.

b) Your product or service must meet or better the required specifications on all points. Unless the Town receives a letter that states otherwise it will be presumed that your proposal is in accordance with the required specifications.

### 5 GUIDANCE

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. Proposers are at liberty and are encouraged to expand upon the specification to evidence service capability under any agreement. The Town of Trumbull will not be liable for any costs proposers may incur in the preparation or presentation of this proposal.

### 6. TAXES

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

### 7. INQUIRIES

All inquiries regarding this request shall be answered up to the close of business on **June 7**, **2017**, after which time no additional questions will be accepted. To ensure consistent interpretation of certain items. Answers to questions the Town deems to be in the interest of all bidders will be made available in writing or by Fax as appropriate to all bidders. All Inquiries of a technical nature may be directed to Lynn Arnow (**203-452-5089**) or <a href="mailto:larnow@trumbull-ct.gov">larnow@trumbull-ct.gov</a> 2017 all other questions may be directed to the Kevin Bova, Purchasing Agent <a href="mailto:kbova@trumbull-ct.gov">kbova@trumbull-ct.gov</a> or (203.452.5042) The Town reserves the right to communicate with any or all of the Proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened. Additionally, after proposals are received, the Town reserves the right to communicate with any or all of the bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder at any time after proposals are opened.

### 7. AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of award in writing along with a Town contract. The town is looking for the best Combination of Rides (Spectacular, Major and Kiddie) and Gross Revenue Split proposals.

### 9. PRICING

All prices quoted are to be firm for a period of **90 days** following bid opening and any period of an agreement with the successful bidder. The Town is always interested in any and all cost reduction opportunities.

## 10. <u>ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS</u>

Any assignment or subcontracting by a proposer, bidder, supplier, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a Town Procurement shall not be permitted without the express written consent of the Town of Trumbull.

### 11. HOLD HARMLESS CLAUSE

The Contractor further agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract,

whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

### 12. WORK REGULATIONS AND STANDARDS

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal, State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations. A list of employees working the event may be requested by the Town and employees may be subject to a background check prior to the start of the event.

### 13. INSURANCE REQUIREMENTS

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$1,000,000	\$1,000,000
Property Damage Liability	\$2,000,000	\$2,000,000
Personal Injury Liability	\$1,000,000	\$1,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non-owned & rented vehicles	\$1,000,000	\$1,000,000

The insurance policy must contain the additional provision wherein the company agrees that Thirty (30) days prior to <u>termination</u>, <u>expiration</u>, <u>cancellation or reduction</u> of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B"). The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance

#### 14. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a Public Bid or bid waived process so as to avoid any appearance of impropriety or Conflict of interest; and; Public officials cannot circumvent the intent of this Ordinance by receiving town work through a bid waiver, as proscribed by the Trumbull Town Charter

### 15. ADDENDUMS

It is the responsibility of the bidder to verify <u>prior to final submittal</u> of a bid or bid if any addenda to this request have been issued. Any addenda to this request shall be posted on the Town of Trumbull website <u>www.trumbull-ct.gov</u> under the Purchasing Department's section. Bidders may also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

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### SPECIFICATIONS, REQUIREMENTS AND TERMS TO BIDDERS

The Town may award a contract based solely upon the merits of the initial proposal, without an oral commentary by the proposers. In light of this possibility, proposers should present the most favorable price and service available. The Town may require an oral presentation from a short list of the top two or three proposers to make a final selection. If necessary, this presentation will be scheduled after the closing date and prior to the award of the contract. The Town reserves the right to reject any or all proposals received and to waive any informality or technicality in any proposal in the interest of the Town.

### TERMS OF THE CONTRACT

The agreement will be in accordance with requirements set forth in the Terms of Agreement of this RFP.

• The proposed term of this agreement is for Two (2) days of operation:

Friday, September 8, 2017, 5 PM to 10 PM Saturday, September 9, 2017, Noon to 10:00 PM

- Delivery/Set up: Wednesday, September 6, 2017 Thursday, September 7, 2017
- Breakdown/Removal: Sunday, September 10, 2017

All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Connecticut.

Within 45 days after September 12, 2017, the Town shall have the right to renew and award the Carnival contract to Signer for the 2018 Fall Festival event. Further, within 45 days after the 2018 Fall Festival, the Town holds the right to renew and award the Carnival contract to Signer for the 2019 Fall Festival event. Upon mutual agreement of each/any of the above, the Purchasing Agent will send a letter of award and contract within 45 days of the event(s).

#### QUALIFYING PROPOSALS MUST PROVIDE: (May use additional costing sheets for Proposal)

- 1. Total Space (SF) Requirements for all proposed rides, amusements, concessions, and supporting equipment and apparatus.
- 2. Rides: Proposal must include a list of rides from the following classifications: spectacular, major, and kiddy rides. Each proposed ride must include the following information:
  - a. Space requirements (SF)
  - b. Height/weight/age requirements
  - c. Ride capacity
  - d. Number of required tickets for each ride

### e. Age of ride

- 3. Pricing for Ride Tickets, including single, multi-pack and "ride-all day" wristbands, and suggested times for "ride-all-day" promotions.
- 4. Proposed Gross Revenue Split (to the Town) for each offering in item #3
- 5. Outline of Proposed Ride Ticket Sales: Provide detailed proposal of Ride Ticket Sales operation (i.e. number of available ticket sales trailers, service windows, and number of sales persons that will operate the trailer during open hours). NOTE: The Town reserves the right to require additional personnel be deployed to assist in the sale of ride tickets to facilitate reduction of ticket purchase lines.
- 6. Accounting Procedure: Specify in detail the arrangements that will be made in order to ensure the financial reporting integrity of the bidders operation. This includes ticket sales and handling, inventory controls, etc. provide example of reported that would be generated. NOTE: The town reserves the right to employ personnel to audit ticket sales throughout the event to assure compliance with stated procedures.
- 7. Concession Games of Chance:
  - a. Proposed Gross Revenue (to the Town) for each Game Trailer
  - b. List of proposed games and cost of each game
- 8. Concession Food Trailers: Proposed revenue (to the Town) for each Concession Food Trailer. NOTE: The carnival will NOT be the exclusive food vendor for the event; primary food vendors will also participate in the event.
- Provide a brief description of promotion and marketing activities used to contribute to the event, including discount promotion plans. Specify other resources, if any, that would be allocated to advertising and marketing. List any additional features (i.e. circus, etc.) which you could provide for the Festival.
- 10. Provide a list of References for engagements, including contact names and telephone numbers, for events between the 2013-2017 seasons.
- 11. Any additional features (i.e. circus) which you could provide for the Festival.
- 12. A diagram of the carnival layout in the proposed space
- 13. A copy of Bidder's operational safety practices/procedures, will be required prior to the Festival.

### **REFERENCES**

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least four (4) clients in the past five (5) years (attach any other client references if desired). **PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.** 

CLIENT 1:	
Organization Name:	
Contact Name:	Phone:
Service Dates:	
Project/Event:	
CLIENT 2:	
Organization Name:	
Contact Name:	Phone:
Service Dates:	
Project/Event:	
CLIENT 3:	
Organization Name:	
Contact Name:	Phone:
Service Dates:	
Project/Event:	
CLIENT 4:	
Organization Name:	
Contact Name:	Phone:
Service Dates:	

Project/Event:	

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#### **BID PROPOSAL FORM**

The undersigned hereby submits the following Bid Proposal Form in response to the request herein and in response to required specifications and conditions as stated in this Request for Proposal. All exceptions in conjunction with the submitted and pricing are noted below or on the attached pages as needed.

The undersigned hereby submits the above price, and attests that this bid meets all the requirements stated in this Request for Quotation and that pricing shall be firm fixed and remains in effect for 90 days.

	da below. The modifica ts thereto are included		e Bid Documents noted the Bid.	erein have been	
Addenda #	,				
(May use additional c	osting sheets for Pro	posal fro	m the Specifications)		
Cost of tickets	\$		Cost of Wristband \$		
Number of Rides:	Spectacular	Major _	Kiddie	Other	
Offer of Ride Gross:	%		Offer of Food Gross		%
Submitted by:					
Company			by (Signature)		
Street			Printed Name		
City State 7in			Title		
City, State, Zip			Title		
 Date			Telephone/fax		

Email	Alternate phone/Emergency Contact

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# SPECIFICATION AND PROPOSAL (Continued)

Submitted by:		
Company Name	ə:	
Business Addre	ess:	
Type of Entity:	Corporation:	Type of Corp.:
	LLC:	Partnership:
	Joint Venture:	Sole Proprietorship:
	Other (Specify)	
State Agency i	ssuing license:	able):
Number of yea	ers in business under entity nam	ne:
Describe the p	ermanent safety program you n	naintain within your organization. Use attachment if